

UNITED STATES DISTRICT COURT
DISTRICT OF MAINE

BRUNSWICK INTERSTATE OASIS, INC
d/b/a ECONO LODGE, et al.,

Plaintiffs

v.

Civil No. 97-131-P-C

DONALD E. NASON
and
DONNELLY FARMS, LTD.,

Defendants

GENE CARTER, District Judge

**MEMORANDUM OF DECISION AND ORDER ON
DEFENDANTS' MOTION *IN LIMINE* REGARDING [EVIDENCE OF] FINANCING**

Before the Court for action at this time is Defendants' Motion *in Limine* Regarding [Evidence of] Financing (Docket No. 28). After full consideration of the written submission on said motion, and consideration of the record made for decision on said motion and of this Court's action on Docket No. 27 this date, the Court concludes that evidence in respect to damages concerning financing charges and interest costs incurred by Plaintiffs in the effort to restore the property after the allegedly tortious injury will not be admissible at trial. Such evidence is hereby **EXCLUDED** at trial. The Court's ruling on Docket No. 28 renders Plaintiffs' "restoration costs" nonrecoverable in this action.

Accordingly, finance and interest charges in connection with restoration activities for which Plaintiffs may not recover are likewise nonrecoverable.

Finally, the Court **FINDS**, in any event, that finance charges and interest costs associated with Plaintiffs' restoration activities are too remote, in terms of causation, from the allegedly tortious injury to be recovered in this action.

Accordingly, the motion is hereby **GRANTED**, and evidence of finance charges and interest costs within the scope of the *in limine* motion are hereby **EXCLUDED** from evidence at trial.

So **ORDERED**.

GENE CARTER
District Judge

Dated at Portland, Maine this 18th day of June, 1998.